

OCCUPANCY AFFIDAVIT AND FINANCIAL STATUS

BENVANI, INC.

TO: Federal Housing Administration
Federal National Mortgage Association
Federal Home Loan Mortgage Corporation
Department of Veterans Affairs

PROPERTY ADDRESS
10055 EAST AVENUE R
LITTLE ROCK, CA
93543-4100

FHA/VA/FNMA/FHLMC CASE NO:

We the undersigned purchaser(s) of the above captioned property understand that one of the conditions of our loan is that we occupy the subject property and we do hereby certify as follows:

- () We will occupy the subject property upon close of escrow; if unable to occupy by close of escrow, we will occupy by the following date
(XX) We now occupy the subject property. Unit #

We the undersigned purchaser(s) also hereby certify that there have been no significant changes in our financial status: i.e., employer, income, available cash, etc., and that our loan application to FHA/VA reflects our current financial position.

We are aware of and understand that if we fail to move into the property by the specified time that we are subject to prosecution under Section 1010, Title 18, United States Code, Federal Housing Administration Transactions, and that we are liable to be fined not more than \$5,000.00, or imprisoned not more than two years, or both. We are aware of and understand that other Federal Statutes provide severe penalties for any fraud or misrepresentation made for the purpose of influencing the issuance of any guaranty or insurance or the making of any loan by the Department of Veterans Affairs.

EDITH WINN

State of _____, County of _____ } SS:
On _____ before me, the undersigned, a Notary Public in
and for said State, personally appeared _____

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official Seal
(Reserved for official seal)

Signature _____

Name (typed or printed)

My commission expires: _____

ADDENDUM TO GOOD FAITH ESTIMATE OF SETTLEMENT CHARGES

Borrower(s): **EDITH WINN**
 Property Address: **10055 EAST AVENUE R**
LITTLEROCK, CA 93543-4100
 Loan No:

ADDITIONAL FEES

The following fees are being disclosed pursuant to the Real Estate Settlement Procedures Act (RESPA). RESPA requires a full disclosure relative to fees received by the lender and fees received by the mortgage broker. **ALL FIGURES ARE ESTIMATES.** The exact amounts of these fees will also be disclosed on your HUD-1 Settlement Statement as required by RESPA. Your HUD-1 Settlement Statement will be provided to you after your loan closes

	Lender Charged	Broker Charged	PAID BY			
			Lender	Broker	Buyer	Seller
811. Warehouse Fee \$:		<u>205.00</u>			<u>205.00</u>	
811a. Processing Fee \$:		<u>355.00</u>			<u>355.00</u>	
811b. Funding Fee \$:						
811c. Document Prep. Fee \$:	<u>500.00</u>				<u>500.00</u>	
811d. Document Fee \$:	<u>100.00</u>				<u>100.00</u>	
811e. Escrow Fee \$:		<u>534.00</u>			<u>534.00</u>	
811f. Sub Escrow Fee \$:	<u>125.00</u>				<u>125.00</u>	
811g. Notary Fee \$:		<u>175.00</u>			<u>175.00</u>	
811h. ALTA Bring Down \$:						
811i. Wire Transfer Fee \$:	<u>100.00</u>				<u>100.00</u>	
811j.						
811k.						
811l.						
811m.						
811n.						
811o. ESCROW MESSENGER		<u>25.00</u>			<u>25.00</u>	
811p. ESCROW WIRE FEE		<u>10.00</u>			<u>10.00</u>	
811q. LIVING WATER LNDG.		<u>3,648.00</u>			<u>3,648.00</u>	
811r. PACIFIC SHORES		<u>5,760.00</u>			<u>5,760.00</u>	
811s. MORTGAGE INS. APPL.		<u>100.00</u>			<u>100.00</u>	
TOTALS (See item 811 on the Good Faith Estimate)			LENDER	BROKER	BUYER	SELLER
			<u>0.00</u>	<u>0.00</u>	<u>11637.00</u>	<u>0.00</u>

PAYMENTS MADE TO YOUR MORTGAGE BROKER

The following fees have been or will be paid by the Lender to your Mortgage Broker. These fees have been paid outside of closing (P.O.C.)

812a. Rebate Fee: \$
 812b. Broker Compensation: \$
 812c. Yield Spread Fee: \$

Your Mortgage Broker on this loan is: **PACIFIC SHORES REALTY & MORTGAGE INC.** 310-478-5005
11022 SANTA MONICA BLVD. #450
LOS ANGELES CA 90025
SETTLEMENT SERVICE PROVIDERS

The following is a list of who provided the settlement services whose fees are itemized above and on the HUD-1 Settlement Statement.

Appraisal Company:

PMI Insurance Company:

Tax Service Company:

Credit Report Company:

Flood Cert. Company:

Doc Prep. Company:
LENDERS DOCUMENTS INC.
653 SOUTH B STREET #200
TUSTIN, CA 92780 (800) 745-3627
ALAN

Other(s):

I (We) hereby acknowledge receiving and reading a completed copy of this Addendum.

 EDITH WINN

INSTRUCTIONS TO ESCROW

FROM

BENVANI, INC.
P.O. BOX 158
VERDUGO CITY, CA 91406-0158
818-279-2000

DOCUMENT DATE: June 21, 2006
FUNDING DATE: To Follow

LOAN NO:
ESCROW NO: 06-3236
ORDER NO: 005060562-08
LOAN NAME: WINN

MONTHLY PAYMENT:
P & I 1,880.00
TAX
HAZ.INS. TO FOLLOW
PMI/MMI
FLD.INS.

} IMPOUNDS
SUB TOTAL
To Follow

TO: PACIFIC SHORES ESCROW
11022 SANTA MONICA BLVD. #450
LOS ANGELES CA 90025
310-748-5014

ATTN: AGNES JOURDEN

TO: COMMONWEALTH LAND TITLE COMPANY
655 N. CENTRAL AVE. #2200
GLENDALE CA 91203
818-552-7000

ATTN: RUBEN ROSAS

TOTAL

**ALL DOCUMENTS MUST
BE IN OUR OFFICE
48 HOURS
PRIOR TO DISBURSEMENT
OF LOAN FUNDS**

We enclose the following documents necessary to complete the above-captioned loan. Return all documents completed as shown at the time funds are requested. Comply with them strictly as you will be held liable for any losses incurred by Lender for your failure to do so.

- Note: Execute original and certify - conform two copies. 1 Copy of note and deed of trust to borrower.
- Deed of Trust: Certify - conform two copies. **ORIGINAL TO TITLE COMPANY**
- FHA Firm Commitment in Duplicate: Buyer to execute and return both copies.
- VA Form 1820 in Quadruplicate.
- Affidavit for FNMA/PMI must be signed by buyers/sellers and notarized.
- Addendum to loan closing instructions: must be acknowledged by Escrow Officer.
- Attachment "A" - Appraisal Repair Acknowledgement; to be signed by borrowers.
- Payment letter; buyer to acknowledge **AND OCCUPANCY AFFIDAVIT**
- Disclosure statement. (X) RESPA pages 1 and 2 to be completed.
- Insurance Authorization, (COMPLETE PRIOR TO REQUEST FOR FUNDS).

IN ADDITION TO THE ABOVE, FURNISH US THE FOLLOWING WHEN REQUESTING FUNDS:

- Termite Report and Clearance. Required FHA/VA statement must be typed on the report/clearance and be signed by borrowers.
- Amendment to Escrow Instructions Re: **LNDR FEES, POINTS & PARTIAL INTEREST TO BE SENT TO RG FINANCING AT LNDR'S ADDRESS**
- Original hazard insurance policy is required prior to funding. Loss payable to read: **BENVANI, INC. A CALIFORNIA CORPORATION, AND/OR THEIR ASSIGNS**
- HAZARD INSURANCE; ALL DELINQUENT TAXES BOTH PROPERTY AND SUPPLEMENTAL MUST BE BROUGHT CURRENT**

THIS LOAN MUST RECORD PRIOR TO: 7/ 5/2006

PRIOR TO FUNDING WE WILL OBTAIN:

- Final Compliance Inspection Report. Notify this office when work has been completed.
- Waivers from FHA/VA Re:

ALTA POLICY must contain endorsements 8.1, 100, 116 and with liability in the amount of our loan on property described herein.

LIABILITY SUBJECT ONLY TO: (General and Spec. taxes) Fiscal Year MUST BE CURRENT

Funds may be used for account of the vestees, and you will record all instruments when you comply with the following:

1. Issue said form of Policy showing title vested as shown on Page 2 of these instructions.
2. ALTA Policy must cover \$ 192,000.00
3. Issue said form of Policy free from encumbrances except items **A-F (1 & 2), (NOT 3-5)** of preliminary Title Report dated 4/ 5/2006
Secondary financing in the amount of **NONE** has been approved.

FHA OR VA BUYER CANNOT BE CHARGED FOR ANY ENDORSEMENTS TO ALTA POLICY

Borrower's Initials _____

INSTRUCTIONS TO ESCROW

Page 2

The Vesting should read as follows:
EDITH WINN, AN UNMARRIED WOMAN

The Address of the Property:
**10055 EAST AVENUE R
LITTLE ROCK, CA 93543-4100
County: LOS ANGELES**

Case No: **CONVENTIONAL**

First Payment Date: **8/ 1/2006**

Interest Rate: **11.750**

Term: **240**

Last Payment Date: **7/ 1/2026**

LOAN NUMBER

(LAST NAME FIRST) LOAN NAME
WINN, EDITH

Loan Rep:

Branch:

SALES PRICE:

Charged	Description of Charge	Paid By	Amount
Broker	APPRAISAL		375.00
Lender	LENDERS INSPECTION		200.00
Lender	TAX SERVICE		100.00
Broker	WAREHOUSE		205.00
Broker	PROCESSING		355.00
Lender	DOCUMENT PREP		500.00
Lender	DOCUMENT		100.00
Lender	WIRE		100.00
Broker	ESCROW MESSENGER		25.00
Broker	ESCROW WIRE FEE		10.00
Broker	LIVING WATER LNDG.		3,648.00
Broker	PACIFIC SHORES		5,760.00
Broker	MORTGAGE INS.APPL.		100.00

Due Broker.
Due Lender.

LOAN AMOUNT
\$ 192,000.00

SELLER DISCOUNT
\$

PER DIEM INTEREST

FROM:	
TO:	7/ 1/2006
	@ 62.67 /day
	\$

IMPOUNDS

MOS HAZ@
MOS MMI@
MOS TAX@
MOS FLD@

11478.00

DEDUCTIONS SUBTOTAL

**IF YOU HAVE QUESTIONS ON THE ABOVE CHARGES PLEASE
NOTIFY THIS OFFICE PRIOR TO FUNDING**

Two certified true and correct copies of Borrower's and Seller's Settlement Statement must be forwarded within 48 hours after recordation. No fees or charges may be paid by buyer except as accepted by FHA or VA. **AN ESCROW FEE CANNOT BE CHARGED VETERAN PURCHASER ON VA LOANS. FHA BORROWER MAY NOT BE CHARGED AN ESCROW FEE IN EXCESS OF FHA MAXIMUM.** Water or stock certificate showing lender as shown above as first Pledge where applicable.
ACKNOWLEDGED - ACCEPTED:

EDITH WINN _____ DATE

Closing Officer

Lender's Authorized Signature

CREDITOR: BENVANI, INC.
P.O. BOX 158, VERDUGO CITY, CA 91406-0158
Date: June 21, 2006
Loan Number:
Borrower(s): EDITH WINN

Property Address: 10055 EAST AVENUE R
LITTLEROCK, CA 93543-4100

ITEMIZATION OF AMOUNT FINANCED / PREPAID FINANCE CHARGES

Listed below is the itemization of amount Financed and the itemization of Prepaid Finance Charges made pursuant to the requirements of the Truth in Lending Act - Regulation Z. This is not a commitment to make a loan.

The numbers listed before Fees correspond to the line number on the HUD-1 form which will be used in conjunction with the settlement of your loan. For a further explanation of these charges, consult the Special Information Booklet given to you with your Advanced Regulation Z (or enclosed with this form).

FEE DESCRIPTIONS

Only Buyer paid Prepaid Finance Charges are included in the the Total Prepaid Finance Charges for APR purposes.
Byr = Buyer or Borrower Paid Slr = Seller Paid Ldr = Lender Paid Bkr = Broker Paid

ITEMIZATION OF AMOUNT FINANCED

HUD-1 Ref			
803	APPRAISAL	- Byr.	375.00
805	LENDERS INSPECTION	- Byr.	200.00
1108	TITLE	- Byr.	580.00
1201	RECORDING	- Byr.	65.00
811C	DOCUMENT PREP	- Byr.	500.00
811G	NOTARY	- Byr.	175.00

ITEMIZATION OF PREPAID FINANCE CHARGE

HUD-1 Ref			
			* Paid by you to Lender or for benefit of Lender/Broker
808	TAX SERVICE	- Byr.	100.00
811	WAREHOUSE	- Byr.	205.00
811A	PROCESSING	- Byr.	355.00
811D	DOCUMENT	- Byr.	100.00
811E	ESCROW	- Byr.	534.00
811F	SUB ESCROW	- Byr.	125.00
811I	WIRE	- Byr.	100.00
811O	ESCROW MESSENGER	- Byr.	25.00
811P	ESCROW WIRE FEE	- Byr.	10.00
811Q	LIVING WATER LNDG.	- Byr.	3,648.00
811R	PACIFIC SHORES	- Byr.	5,760.00
811S	MORTGAGE INS.APPL.	- Byr.	100.00
901	E INTEREST TO 1ST PMT.	- Byr.	188.01

* AMOUNT FINANCED	180,749.99
* Prepaid Finance Charge	11,250.01
* LOAN AMOUNT	192,000.00

The undersigned acknowledge receiving and reading a completed copy of this itemization. I/We understand this form is given in conjunction with the Regulation Z form and the Good Faith Estimate (GFE) form required by the Real Estate Settlement Procedures Act. The GFE and its Addendum give me further information as to the disbursement of funds for my loan.

Neither you nor the creditor previously has become obligated to make or accept this loan, nor is any such obligation made by the delivery or signing of this itemization.

EDITH WINN

DATE

TITLE/DISBURSEMENT COPY

BENVANI, INC.
P.O. BOX 158
VERDUGO CITY, CA 91406-0158

LOAN NO:
ESCROW NO: 06-3236
ORDER NO: 005060562-08
LOAN NAME: WINN

DOCUMENT DATE: June 21, 2006
FUNDING DATE: To Follow

MONTHLY PAYMENT:
P & I 1,880.00
TAX
HAZ.INS. TO FOLLOW
PMI/MMI
FLD.INS.

} IMPOUNDS
SUB TOTAL
To Follow

Escrow Company

TO: PACIFIC SHORES ESCROW
11022 SANTA MONICA BLVD. #450
LOS ANGELES CA 90025
310-748-5014

ATTN: AGNES JOURDEN

TOTAL

Title Company

TO: COMMONWEALTH LAND TITLE COMPANY
655 N. CENTRAL AVE. #2200
GLENDALE CA 91203
818-552-7000

ATTN: RUBEN ROSAS

Please find enclosed funds to be released in connection with the above referenced order and subject to the following terms and conditions and additional instructions from escrow:

Reference made to the Trust Deed recording on the ALTA Title Policy must show the Instrument Number as well as the date of recording. Send ALTA Title Policy with Plat in duplicate directly to Lender as shown above.

We are to be at no expense in the transaction.

PHONE ESCROW for your instructions upon receipt of this order. If for any reason you cannot comply with our instructions and record the Trust Deed within 24 hours of the date on our check, call the undersigned for further instructions.

If the CC&R's contain a re-entry and/or reversionary clause we will require a 100.12 endorsement.

If the Title Policy is not correct in form and content and we have to return same to you for correction, we may be delayed in delivery of this loan to an investor for purchase. Such a delay could result in financial loss because of investor purchase deadlines and/or warehouse charges. We will hold you responsible. We consider a Title Policy "late" if not delivered within thirty (30) working days of recordation.

ALTA POLICY must contain endorsements 8.1, 100, 116 and with liability in the amount of our loan on property described herein.

LIABILITY SUBJECT ONLY TO: (General and Spec. taxes) Fiscal Year **MUST BE CURRENT**

Funds may be used for account of the vestees, and you will record all instruments when you comply with the following:

1. Issue said form of Policy showing title vested as shown on Page 2 of these instructions.
2. ALTA Policy must cover \$ 192,000.00
3. Issue said form of Policy free from encumbrances except items A-F (1 & 2), (NOT 3-5) of preliminary Title Report dated 4/ 5/2006
Secondary financing in the amount of NONE has been approved.

FHA OR VA BUYER CANNOT BE CHARGED FOR ANY ENDORSEMENTS TO ALTA POLICY

(Space Below This Line For Acknowledgment)

State of California)
County of Los Angeles) ss.

On ~~April 24, 2006~~ ^{April 24, 2006} before me, Henry Vega NOTARY PUBLIC
personally appeared Edith Winn

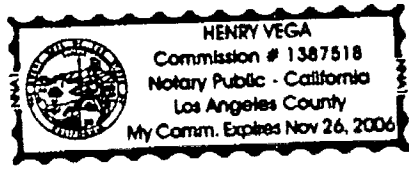
~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Henry Vega notary
NOTARY SIGNATURE

Henry Vega
(Typed Name of Notary)

NOTARY SEAL



05-03-06

06 0971269

MORTGAGE LOAN DISCLOSURE STATEMENT/GOOD FAITH ESTIMATE
RE 883 (Rev. 10/05)

Borrower's Name(s): EDITH WINN
 Real Property Collateral: The intended security for this proposed loan will be a Deed of Trust on (street address or legal description)
10055 EAST AVENUE R, LITTLE ROCK, CA 93543-4100
 This joint Mortgage Loan disclosure Statement/Good Faith Estimate is being provided by
PACIFIC SHORES REALTY & MORTGAGE INC.
 a real estate broker acting as a mortgage broker, pursuant to the Federal Real Estate Settlement Procedures Act (RESPA) and similar California law. In a transaction subject to RESPA, a lender will provide you with an additional Good Faith Estimate within three business days of the receipt of your loan application. You will also be informed of material changes before settlement/close of escrow. The name of the intended lender to whom your loan application will be delivered is:

Unknown BENVANI, INC.
 (Name of lender, if known)

GOOD FAITH ESTIMATE OF CLOSING COSTS

The information provided below reflects estimates of the charges you are likely to incur at the settlement of your loan. The fees, commissions, costs and expenses listed are estimates; the actual charges may be more or less. Your transaction may not involve a charge for every item listed and any additional items charged will be listed. The numbers listed beside the estimate generally correspond to the numbered lines contained in the HUD-1 Settlement Statement which you will receive at settlement if this transaction is subject to RESPA. The HUD-1 Statement contains the actual costs for the items paid at settlement. When this transaction is subject to RESPA, by signing page two of this form you are also acknowledging receipt of the HUD Guide to Settlement Costs.

HUD-1#	Item	Paid to Others	Paid to Broker
800	<i>Items Payable in Connection with Loan</i>		
801	Lender's Loan Origination Fee	\$ _____	\$ _____
802	Lender's Loan Discount Fee	\$ _____	\$ _____
803	Appraisal Fee	\$ _____	\$ <u>375.00</u>
804	Credit Report	\$ _____	\$ _____
805	Lender's Inspection Fee	\$ <u>200.00</u>	\$ _____
808	Mortgage Broker Commission/Fee	\$ _____	\$ _____
809	Tax Service Fee	\$ <u>100.00</u>	\$ _____
810	Processing Fee	\$ _____	\$ <u>355.00</u>
811	Underwriting Fee	\$ _____	\$ _____
812	Wire Transfer Fee	\$ <u>100.00</u>	\$ _____
	<u>WAREHOUSE</u>	\$ <u>205.00</u>	\$ _____
900	<i>Items Required by Lender to be Paid in Advance</i>		
901	Interest for <u>3</u> days at \$ <u>62.67</u> per day	\$ <u>188.01</u>	\$ _____
902	Mortgage Insurance Premiums	\$ _____	\$ _____
903	Hazard Insurance Premiums	\$ _____	\$ _____
904	County Property Taxes	\$ _____	\$ _____
905	VA Funding Fee	\$ _____	\$ _____
	<u>RESERVES</u>	\$ _____	\$ _____
1000	<i>Reserves Deposited with Lender</i>		
1001	Hazard Ins.: _____ months at \$ _____/mo.	\$ _____	\$ _____
1002	Mortgage Ins.: _____ months at \$ _____/mo.	\$ _____	\$ _____
1004	Co. Prop. Taxes: _____ months at \$ _____/mo.	\$ _____	\$ _____
	<u>TITLE</u>	\$ _____	\$ _____
1100	<i>Title Charges</i>		
1101	Settlement or Closing/Escrow Fee	\$ <u>534.00</u>	\$ _____
1105	Document Preparation Fee	\$ <u>500.00</u>	\$ _____
1106	Notary Fee	\$ <u>175.00</u>	\$ _____
1108	Title Insurance	\$ <u>580.00</u>	\$ _____
	<u>DOCUMENT</u>	\$ <u>100.00</u>	\$ _____
1200	<i>Government Recording and Transfer Charges</i>		
1201	Recording Fees	\$ <u>65.00</u>	\$ _____
1202	City/County Tax/Stamps	\$ _____	\$ _____
	<u>ADDITIONAL</u>	\$ _____	\$ _____
1300	<i>Additional Settlement Charges</i>		
1302	Pest Inspection	\$ _____	\$ _____
	<u>ADDITIONAL</u>	\$ _____	\$ _____
Subtotals of Initial Fees, Commissions, Costs and Expenses		\$ _____	\$ _____
Total of Initial Fees, Commissions, Costs and Expenses		\$ _____	
Compensation to Broker (Not paid Out of Loan Proceeds):			
Mortgage Broker Commission/Fee		\$ _____	
Any Additional Compensation from Lender		No <input type="checkbox"/>	Yes <input type="checkbox"/> \$ _____ (if known)

TITLE/DISBURSEMENT COPY

BENVANI, INC.
P.O. BOX 158
VERDUGO CITY, CA 91406-0158

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ESCROW NO: 06-3236
ORDER NO: 005060562-08
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MONTHLY PAYMENT:
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Escrow Company

TO: PACIFIC SHORES ESCROW
11022 SANTA MONICA BLVD. #450
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310-748-5014

ATTN: AGNES JOURDEN

TOTAL

Title Company

TO: COMMONWEALTH LAND TITLE COMPANY
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GLENDALE CA 91203
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ATTN: RUBEN ROSAS

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FHA OR VA BUYER CANNOT BE CHARGED FOR ANY ENDORSEMENTS TO ALTA POLICY

Borrower EDITH WINN Date _____ Borrower _____ Date _____

1055 EAST AVENUE LITTLE ROCK CA 93543

BORROWER'S Mailing Address

COMPANY: Pacific Shores Realty & Mortgage, Inc., a licensed real estate broker - California Department of Real Estate License Number 01151809

By: _____

Its: _____

LENDER VESTING:
BENVANI INC, A CALIFORNIA CORPORATION AND/OR THEIR ASSIGNS.

LENDER ADDRESS:
P.O. BOX 158 VERDUGO CITY CA 91406

LENDER PERCENTAGE OWNERSHIP OF LOAN: **100. %**

LENDER SIGNATURE:

Lender BENVANI INC. Date _____

Lender _____ Date _____